

SOLICITATION, OFFER, AND AWARD				1. Caption				Page of Pages						
				Health Care Ombudsman Program				1		87				
2. Contract Number			3. Solicitation Number			4. Type of Solicitation			5. Date Issued			6. Type of Market		
			DCHC-2007-R-0020			<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency			01/10/07			<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside <input type="checkbox"/> SBE Designated Category:		
7. Issued By:						8. Address Offer to:								
Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001						Office of Contracting and Procurement - Bid Counter 441 4th Street, NW, Suite 703 South Washington, DC 20001								
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"														
SOLICITATION														
9. Sealed offers in original and <u>10</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the														
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>February 9, 2007</u> <div style="text-align: right;">(Hour) (Date)</div>														
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.														
10. For Information Contact		A. Name				B. Telephone				C. E-mail Address				
		Donald Ervin				(Area Code)		(Number)		(Ext)				
						202		724-4960						
		donald.ervin@dc.gov												
11. Table of Contents														
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OFFER														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.														
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		_____ Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date				
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract										
15B. Telephone				15 C. Check if remittance address is different from above - Refer to Section G				17. Signature				18. Offer Date		
(Area Code)		(Number)		(Ext)										
AWARD (TO BE COMPLETED BY GOVERNMENT)														
19. Accepted as to Items Numbered				20. Amount				21. Accounting and Appropriation						
22. Name of Contracting Officer (Type or Print)				23. Signature of Contracting Officer (District of Columbia)				24. Award Date						
James H. Marshall														



SECTION B
SUPPLIES OR SERVICE AND PRICE/COST

B.1. The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of Department of Health (DOH) Medical Assistance Administration (MAA) (the District) is seeking a qualified private, community-based, nonprofit corporation, organization, or consortia of organizations, with offices located in the District, to develop and administer the District's Health Care Ombudsman Program including providing independent, timely assistance to consumers, act as a source of information and referral, and respond to consumer questions and concerns regarding healthcare insurance matters as described in C.3.

B.2 The District contemplates award of a firm fixed price contract with cost-reimbursable components.

B.3 PRICE SCHEDULE - FIXED PRICE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Develop and Manage the District's Health Care Ombudsman Program as described in C.3.	\$ _____
0002	Interpreter Services	Not to Exceed <u>\$25,000.00</u>
0003	Translation Services	Not to Exceed <u>\$25,000.00</u>
Base Year Total		\$ _____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Total Price
1001	Develop and Manage the District's Health Care Ombudsman Program as described in C.3.	\$ _____
1002	Interpreter Services	Not to Exceed <u>\$25,000.00</u>
1003	Translation Services	Not to Exceed <u>\$25,000.00</u>
Option Year One Total		\$ _____

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Total Price
2001	Develop and Manage the District's Health Care Ombudsman Program as described in C.3.	\$ _____
2002	Interpreter Services	Not to Exceed \$ <u>25,000.00</u>
2003	Translation Services	Not to Exceed \$ 25,000.00
Option Year Two Total		\$ _____

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Total Price
3001	Develop and Manage the District's Health Care Ombudsman Program as described in C.3.	\$ _____
3002	Interpreter Services	Not to Exceed <u>\$25,000.00</u>
3003	Translation Services	Not to Exceed <u>\$25,000.00</u>
Option Year Three Total		\$ _____

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Total Price
4001	Develop and Manage the District's Health Care Ombudsman Program as described in C.3.	\$ _____
4002	Interpreter Services	Not to Exceed <u>\$25,000.00</u>
4003	Translation Services	Not to Exceed <u>\$25,000.00</u>
Option Year Four Total		\$ _____

B.3.6 GRAND TOTAL

Period of Performance	Total Price
Base Year (B.3.1)	\$ _____
Option Year One (B.3.2)	\$ _____
Option Year Two (B.3.3)	\$ _____
Option Year Three (B.3.4)	\$ _____
Option Year Four (B.3.5)	\$ _____
Grand Total	\$ _____

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SECTION C

SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of Department of Health (DOH) Medical Assistance Administration (MAA) (the District) is seeking a qualified private, community-based, nonprofit corporation, organization, or consortia of organizations, with offices located in the District, to develop and administer the District's Health Care Ombudsman Program including providing independent, timely assistance to consumers, act as a source of information and referral, and respond to consumer questions and concerns regarding healthcare insurance matters.

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this solicitation and are hereby incorporated by this reference.

#	Document Type	Title	Date
1	Public Law	42 U.S.C. § 2000d <i>et seq.</i> Title VI of the 1964 Civil Rights Act http://www.usdoj.gov/crt/cor/coord/titlevi.htm	Most Recent
2	Public Law	Section 504 of the Rehabilitation Act of 1973 http://www.dol.gov/oasam/regs/statutes/sec504.htm	Most Recent
3	Public Law	Code of Federal Regulations Title 45 Public Welfare http://www.washingtonwatchdog.org/documents/cfr/title45/part84.html	Most Recent
4	Public Law	Americans with Disabilities Act. http://www.usdoj.gov/crt/ada/adahom1.htm Americans with Disabilities Act. Department of Human Services http://www.hhs.gov/ocr/index.html	Most Recent
5	D.C. Law	D.C. Law 6-195; D.C. Official Code § 31-3101 <i>et seq</i> http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000	Most Recent
6	Public Law	Omnibus Reconciliation Act of 1990, approved (104 Stat. 1388-138; 42 U.S.C. § 1395b-4); http://thomas.loc.gov/cgi-bin/query/z?c109:S.1798	November 5, 1990

C.1.2 DEFINITIONS

The following terms and definitions are applicable to this solicitation.

- C.1.2.1 Accessible** The program's written materials in Spanish and English, and in other languages when required by Title VI of the Civil Rights Act of 1964, approved July 2, 1964 (78 Stat. 252; 42 U.S.C. § 2000d *et seq.*) ("Title VI"), or District law;) Interpreters to communicate with consumers in Spanish, and in other languages when required by Title VI or District law; and TTY services and other accommodations for individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, approved July 26, 1990 (104 Stat. 327; 42 U.S.C. § 12101 *et seq.*).
- C.1.2.2 Case:** Results from a question or request for general information that can be handled by Health Care Ombudsman Program staff as well assistance provided to consumers regarding complaints, grievances, and appeals filed with health care provider.
- C.1.2.3 Community-based corporation:** A nonprofit corporation whose primary purpose is service to low- and moderate-income District residents and that undertakes affirmative efforts to involve such residents in program design, operations, and governance, through the use of advisory or governing boards, community outreach and needs assessment, and other activities aimed at promoting consumer and patient involvement.
- C.1.2.4 Complaint:** An issue raised by a recipient concerning the way a Medicare health care is giving care.
- C.1.2.5 Consortium of organizations:** An organization or a project operated under the auspices of a nonprofit corporation, and that possesses the following characteristics: (a) the organization or project is governed by members consisting of community-based organizations or corporations; and (b) the organization or project possesses the legal and technical capabilities to enter into and operate the Health Care Ombudsman Program in accordance with the terms of this RFP.
- C.1.2.6 Consumer:** An uninsured District resident, a resident enrolled in the D.C. Healthcare Alliance, or an individual covered by a District health benefits plan.
- C.1.2.7 Cultural competence:** The ability to understand and communicate effectively and respectfully with individuals of different cultures.
- C.1.2.8 Department:** Department of Health.

- C.1.2.9 Direct involvement:** Oversight, governance, operation, or employment by a health facility, health benefit plan, a provider of a health benefit plan, or a health service provider.
- C.1.2.10 District:** District of Columbia.
- C.1.2.11 District resident:** An individual who lives in the District of Columbia with intent to remain permanently or who is employed or seeking employment in the District. The absence of a fixed District address does not constitute evidence of lack of residence.
- C.1.2.12 DOH:** Department of Health
- C.1.2.13 Health benefits plan:** A group or individual insurance policy or contract, medical or hospital service agreement, membership or subscription contract, or similar group arrangement provided by an insurer, or subcontracting facility of an insurer, or an employer for the purpose of providing, paying for, or reimbursing expenses for health-related services. The term shall include health coverage provided through a government program, including Medicaid, but the term shall not include disability income or accident-only insurance.
- C.1.2.14 Health Care Ombudsman:** The individual responsible for administering the Health Care Ombudsman Program.
- C.1.2.15 Health Care Ombudsman Program:** The program established by the District of Columbia to counsel and assist uninsured District residents and individuals insured by health care plans in the District regarding matters pertaining to their health care coverage.
- C.1.2.16 Health care facility:** Any health care institution, corporation, or professional corporation that furnishes or arranges for services pursuant to a health benefit plan or health insurance coverage.
- C.1.2.17 Health care services:** Items or services provided under the supervision of a physician or other person trained or licensed to render health care necessary for the prevention, care, diagnosis, or treatment of human disease, pain, injury, deformity, or other physical or mental condition, including the following: pre-admission, outpatient, inpatient, and post-discharge care; home care; physician's care, nursing care; medical care provided by interns or residents in training; other paramedical care; ambulance service and care; bed and board; drugs; supplies; appliances; equipment; laboratory services; any form of diagnostic imaging or therapeutic radiological services; and services mandated under the Drug Abuse, Alcohol Abuse, and Mental Illness Coverage Act of 1986 effective February 28, 1987 (D.C. Law 6-195: D.C. Official Code 31-3101 et seq.)

- C.1.2.18** **MAA:** Medical Assistance Administration
- C.1.2.19** **Ombudsman:** See Health Care Ombudsman
- C.1.2.20** **Ombudsman Program:** See Health Care Ombudsman Program
- C.1.2.21** **Problem resolution:** Achieving a solution to a problem in health coverage or access to and use of health care that is deemed satisfactory to the consumer.
- C.1.2.22** **Public education and community outreach:** Use of written, oral, and other methods of communication, the purpose of which is to provide educational information to the general public or to specific and targeted sub-populations, regarding sources of health coverage and health benefits, the effective use of health benefits, and strategies and options for exercising coverage and health care protections and rights.
- C.1.2.23** **Public interest mission:** A commitment to service on behalf of health care consumers, particularly consumers who are uninsured or enrolled in publicly sponsored health insurance or health plans, as well as action with an eye toward the well-being of the general public, the rights of low-income individuals, and the good health of individuals and the public.
- C.1.2.24** **Significant representation:** Regarding a board of directors' composition requirements that a plurality of the board is drawn from District health care consumers, including consumers of services through Medicaid-sponsored health benefits plans and the District Healthcare Alliance.
- C.1.2.25** **Volunteers:** Individuals who carry out Health Care Ombudsman Program duties for little or no compensation including community residents, students, individuals supported by volunteer organizations such as AmeriCorps, or individuals who are active participants in charitable activities conducted by community service organizations, churches, and other entities that promote or arrange for volunteer services.
- C.2** **BACKGROUND**
- C.2.1** The ombudsman concept started in Sweden, with the establishment by the Swedish government of a *riksdagens justitieombudsman*, or parliamentary agent of justice. By the 20th century, the ombudsman concept had been adopted by a number of countries to signify a government agent serving as an intermediary between citizens and the government bureaucracy. The role of the ombudsman was to negotiate, mediate, and resolve individual problems using alternative dispute resolution techniques, as well as to comment on behalf of citizens regarding government policies and

practices. In the United States in the early 1970's, Dr. Arthur Flemming, Counselor on Aging to President Nixon, developed the idea for a domestic Ombudsman Program, which Dr. Flemming envisioned as an advocacy program to ensure the highest quality of life and care for citizens.

C.2.2 The Medical Assistance Administration (MAA) is the District agency charged with to establishing a Health Care Ombudsman Program to counsel and provide assistance to uninsured District of Columbia residents and individuals insured by health benefits plans in the District of Columbia regarding matters pertaining to their health care coverage.

C.2.3 The Health Care Ombudsman Program will be initiated by MAA to support D.C. residents in navigating the health insurance system, furnishing services such as consumer education regarding health insurance coverage options and health benefit plan selection, assistance in securing promised coverage and benefits, assistance with questions and concerns about the quality of health care, and assistance in resolving disputes. In addition, the Health Care Ombudsman Program is expected to lead efforts to strengthen and improve health insurer performance over time, by broadly monitoring health plan performance and identifying emerging issues for policy makers and program administrators before problems become widespread or result in litigation. MAA also expects the Health Care Ombudsman Program to alert MAA about programmatic, procedural, and other factors that may adversely affect the health, safety, welfare or rights of our recipients and citizens.

C.2.4 The Health Care Ombudsman or the Health Care Ombudsman Program is not a final grievance decision-maker. Instead, the Health Care Ombudsman Program investigates complaints brought to his or her attention and formulates solutions and recommendations for MAA, health plans and insurers, and consumers. The Health Care Ombudsman and the Health Care Ombudsman Program will at a minimum maintain the following program elements to be effective:

- a. Full independence from the agency for which the Health Care Ombudsman and the Health Care Ombudsman Program operate;
- b. Qualified staff;
- c. Ability to exercise discretion and confidentiality;
- d. Sufficient statutory authority to carry out investigations and to request improvements;
- e. Good faith immunity from civil liability;
- f. Assurance that retaliation against a complainant in any form is prohibited; and
- g. Lack of interference by officials or administrators of the agency or service provider that is the subject of the complaint

C3 REQUIREMENTS

The Contractor shall develop and administer the District's Health Care Ombudsman Program including providing independent, timely assistance to consumers, act as a source of information and referral, and respond to consumer questions and concerns regarding healthcare insurance matters in accordance with D.C. Code ST §7-2071 Health Care Ombudsman Program (Attachment J.1) to ensure accessible and timely access to health care and coverage. The Contractor shall at a minimum provide the following:

C.3.1 ORGANIZATION, STAFF, AND FACILITY**C.3.1.1 Organization**

The Contractor shall be a qualified private, community-based, nonprofit corporation, organization, or consortia of organizations that maintains or satisfies the following criteria:

- a. Public interest mission;
- b. Qualified staff and organizational expertise in health care and health care benefit plans, public education, community outreach, and problem solving;
- c. No direct ownership or investment interest, direct or indirect, in a health care facility, health benefits plan, or health care service which would conflict in any manner or degree with the performance of its obligations as described in this RFP;
- d. No participation in the management of a health care facility, health benefits plan, or health care service;
- e. No agreement or arrangement with an owner or operator of a health care facility, health benefits plan, or health care service that could indirectly or directly result in cash or in-kind services to the facility, plan, or service;
- f. No direct involvement in the licensing, certification, or accreditation of a health care facility, health benefits plans, or a provider of a health benefits plan, or with a provider of health care services; and
- g. A Board of Directors containing significant representation from District consumers, including consumers enrolled in Medicaid-sponsored managed care plans and the D.C. Alliance.

C.3.1.1.1 Certification of Organization Requirements

The Contractor shall provide a Certification of Organization Requirements annually affirming the Contractor's compliance with the criteria discussed above in C.3.1.1. The Contractor shall also provide annually a list of the organization's Board of Directors (C.3.1.1 g).

C.3.1.1.2 Organizational Structure

The Contractor shall provide and maintain an organizational structure with expertise in health care, health benefits plans, public education and community outreach, and problem resolution.

C.3.1.1.2.1 Organizational Chart

The Contractor shall maintain a current and up to date organizational chart that clearly depicts the Health Care Ombudsman Program staff (C.3.1.2), subcontractors (C.3.1.3), and volunteers (C.3.1.4) the lines of authority and the reporting lines within the Health Care Ombudsman Program. The Contractor's organizational chart shall contain the staff member's name, if available, and position name.

C.3.1.2 Staff**C.3.1.2.1 Health Care Ombudsman Program Staff****C.3.1.2.1.1 Key Staff - Ombudsman**

The Contractor shall directly employ the Health Care Ombudsman. The Health Care Ombudsman shall possess the following minimum requirements:

- a. A college degree;
- b. A minimum of five years of experience in the fields of health care, health benefits plans, health insurance, or health care advocacy;
- c. Management experience as demonstrated by five or more years managing a project that serves or advocates on behalf of consumers; and
- d. Substantive knowledge in the field of health services advocacy, as demonstrated by educational attainment and/or experience in the fields of health services, health policy, public health, or law and a minimum of five years of demonstrated relevant

- experience with respect to matters that fall within the mission and purpose of the Health Care Ombudsman Program;
- e. Familiar with health coverage and health care barriers experienced by low- and moderate-income District of Columbia consumers;
 - f. Familiarity with health plan operations involving health insurers and benefit plans operating in the district of Columbia (including Medicaid managed care organizations, the D.C. Health Alliance, and licensed health insurers);
 - g. Knowledge of health plan grievance and appeals processes;
 - h. Familiarity with the development and role of consumer information;
 - i. Experience in the provision of information and referral support to health care consumers; and
 - j. Familiarity with the public agencies that oversee health insurance, coverage, Medicaid-sponsored plans, and the D.C. Alliance, and the ability to lead a health consumer support program in a culturally competent manner.

C.3.1.2.1.2 Other Staff

The Contractor shall provide additional staff to perform the requirements of the Health Care Ombudsman Program as described in C.3.2 and C.3.3. The Contractor's staff shall include or maintain at a minimum the following:

- a. Experience in and knowledgeable of the need for maintaining individual privacy and the confidentiality of client information in accordance with federal and state law;
- b. Capacity to provide services in a culturally competent manner;
- c. Experience relevant to administration of a health care ombudsman program; and
- d. Experience to include an understanding of what leads to conflict, the nature of conflict, methods for conflict resolution, how to act decisively in dealing with consumer concerns, sensitivity to communicating with individuals from a wide variety of backgrounds, objectivity, a professional demeanor, and strong interpersonal skills.

C.3.1.2.2 Staffing Plan

The Contractor shall provide a detailed explanation of its staffing plan including number of positions and skill mix to provide the required

services. The Contractor's staffing plan shall include at a minimum the following:

- a. Position Descriptions identifying the role and contribution expected by each staff position along with the education, experience requirements; and
- b. Staff Training and Development Plan including the following areas:
 1. Understanding Conflicts
 2. Conflict Resolution
 3. Decision Making
 4. Sensitivity Training
 5. Diversity Training
 6. Customer Service
 7. Interpersonal Skills

C.3.1.2.3 Subcontractors

The Contractor shall subcontract with advocacy organizations, as needed, that are affiliated with health providers that exclusively represent the interests of consumers and do not represent the health care entity in any disputes.

C.3.1.2.3.1 Subcontractor Agreements

The Contractor shall develop and submit sub-contractor agreements for the review and approval of MAA through the COTR.

C.3.1.2.4 Volunteers

The Contractor shall maintain the ability to marshal a broad array of community resources to carry out Health Care Ombudsman Program tasks including volunteers. The Health Care Ombudsman Program shall maintain an active commitment to the creative recruitment, use, and oversight of volunteer staff and utilize volunteers to assist with the delivery of accessible services (C.3.2.1) and education and outreach services (C.3.2.2) provided that volunteers are appropriately trained and supervised by the Health Care Ombudsman or Health Care Ombudsman Program paid staff. The Contractor shall:

- a. Establish policies and procedures and protocols to govern the use of volunteers including minimum levels of training;
- b. Maintain certification of training for each volunteer;

- c. Develop and provide Volunteers Training and Development Plan to include the required training for volunteers to complete prior to performing Health Care Ombudsman Program responsibilities; and
- d. Maintain a database of trained volunteers.

C.3.1.3 Facility

The Contractor shall maintain offices located in the District of Columbia to conduct the responsibilities and requirements of the Health Care Ombudsman Program. The Contractor's office shall at a minimum maintain or provide the following:

- a. Compliance with applicable District licensing and regulations including annual inspections;
- b. Office hours Monday – Friday 8:30 – 5:30;
- c. Adequate space to accommodate meetings with insured individuals, stakeholders, and other interested parties; and
- d. Required management information system components, telephones, facsimile, office equipment and accessories required to successfully complete the requirements of the contract.

C.3.1.4 Management Information System (MIS) System

The Contractor shall maintain a computer/data collection, processing, and reporting system sufficient to support the data reporting requirements described in C.3.3.2 and other related Health Care Ombudsman Program efforts.

C.3.2 CONSUMER SERVICES

The Contractor through the Health Care Ombudsman Program shall provide the following:

C.3.2.1 Accessible Services

- a. Assist consumers in resolving problems concerning health care bills, health coverage, and access to health care by referring consumers to appropriate regulatory agencies when their problems are within an agency's jurisdiction, guiding consumers through existing complaint processes, and assisting consumers in informally resolving problems through discussions with their health benefits plans, the HealthCare Alliance, or other providers;

- b. Assist consumers in understanding their rights and responsibilities as health benefits plan members, HealthCare Alliance members, or members of other provider plans, including appeal processes and how to use them, and how to access appropriate medical information;
- c. Educate consumers about health benefits plans, managed care health plans, and their health benefits plan options, or other health care options available for uninsured consumers;
- d. Comment on behalf of consumers on related health care policy legislation and regulations in the District;
- e. Help uninsured District residents access Medicaid or other health care options;
- f. Identify, investigate, and help resolve complaints on behalf of consumers and assist consumers with the filing, pursuit, and resolution of formal and informal complaints and appeals through existing processes, including internal reviews conducted by health benefits plans, grievance and appeals processes for the HealthCare Alliance, fair hearings available to Medicaid consumers, external reviews before independent review organizations, and any other administrative appeals that may be available under District or federal law;
- g. Refer consumers, when appropriate, to other existing organizations for assistance and work jointly with other consumer organizations, as appropriate;
- h. Work with health care providers to develop working relationships that enhance coordination and referrals;
- i. Make appropriate referrals to the Department of Insurance, Securities, and Banking, the Office of Fair Hearings, the Office of Administrative Hearings, the Grievance and Appeals Office of the Department of Health, Health Care Fraud Units, the Long-Term Care Ombudsman, the Health Insurance Counseling and Assistance Program serving District Medicare beneficiaries, and the Center for Health Dispute Resolution;
- j. Provide information to the public, government agencies, the Council, and others regarding problems and concerns of consumers and make recommendations for resolving those problems and concerns;
- k. Develop written Health Care Ombudsman Program Protocols and Operating Procedures to ensure that program resources are invested in a manner that promotes the effective and efficient delivery of Health Care Ombudsman Program services, including procedures that ensure timely access to program services and supports. The Contractor's protocols and

procedures shall be available for public inspection and shall require the approval of the COTR; and

1. Utilize alternative dispute resolution techniques to practically and effectively address consumer issues and concerns without resort to litigation.

C.3.2.2 Education and Outreach Services

The Health Care Ombudsman Program shall implement innovative strategies and tools to maximize its outreach to consumers, including provision of the following accessible information sources and services:

- a. A toll-free 1-800 telephone number that operates in the District metropolitan area number for consumers to call for information and assistance; the number shall provide a TTY service for the deaf and hard of hearing;
- b. Health Care Ombudsman Program office telephone lines shall be staffed during regular business hours and the use of automated voice telephone answering systems shall be restricted to in-coming calls received after business hours;
- c. Internet Website that is accessible to persons with disabilities, including visual impairments, and that is maintained on a current basis with at a minimum monthly updates with respect to the following:
 1. Programs and services offering accessible and affordable health benefits;
 2. Information about how to enroll in District health care programs and gain access to certain services;
 3. Links to useful consumer tools such as handbooks on grievance and appeals procedures and program guides to public benefits;
 4. A listing with links to all public testimony and comments of the Ombudsman;
 5. Links to useful resources; and (v) other materials to assist individuals make effective use of health insurance and health benefits;
- d. In-person counseling, ensuring accessibility of services for the deaf and hard of hearing and translation services for individuals whose primary language is other than English; Health Care Ombudsman Program staff or external translation services shall be available to assist non-English proficient individuals whose primary language is other than English.

Likewise, interpreter services shall be provided in accordance with the District's Language Access Act (Attachment J.8);

- e. Establishing relationships with organizations in each ward of the city to provide outreach and receive referrals;
- f. Active liaison, partnership, and information sharing with community, consumer, health, disability, religious, ethnic-based organizations, and other organizations; and
- g. A one-page, short and informative written material that is written at no greater than a sixth-grade reading level describing the Health Care Ombudsman Program's services that shall be available to the public and that provide an explanation of the Health Care Ombudsman Program.

C.3.2.2.1 Education and Outreach Schedule of Events

The Contractor shall maintain and provide a monthly calendar of Education and Outreach Schedule of Events including name of group, location, date and time, expected number of attendees, actual number of attendees; record of issues raised, and action taken to address the issues raised.

C.3.3 RELATED REQUIREMENTS AND SERVICES

C.3.3.1 Advisory Council

The Contractor shall establish an Advisory Council to consist of members Representing the following:

- a. Consumers;
- b. Consumer advocacy organizations;
- c. Health benefits plans;
- d. Health care facilities;
- e. Physicians;
- f. The Health Insurance Counseling and Assistance Program or any successor charged with counseling Medicare beneficiaries pursuant to section 4360 of the Omnibus Reconciliation Act of 1990, approved November 5, 1990 (104 Stat. 1388-138; 42 U.S.C. § 1395b-4);
- g. The Department of Health, including its Office of Maternal and Child Health and its Grievance and Appeals Office; and
- h. The Department of Insurance, Securities, and Banking.

C.3.3.1.1 The Contractor's Advisory Council shall perform, at minimum, the following functions:

- a. Conduct at a minimum quarterly meetings;
- b. Advise the Health Care Ombudsman on program design and operational issues;
- c. Recommend criteria to be used in evaluating the performance of the Health Care Ombudsman program;
- d. Recommend changes in the Health Care Ombudsman Program; and
- e. Review data on cases handled by the Health Care Ombudsman Program and make recommendations based on that data.

C.3.3.1.2 The Contractor shall provide the minutes and summary of advisory council meetings to attendees of the meeting as well as on the Health Care Ombudsman Program web site and available to the public upon request.

C.3.3.2 Reporting Requirements

C.3.3.2.1 Health Care Ombudsman Program Activity Report - Quarterly

The Contractor shall develop and submit on a quarterly basis a Health Care Ombudsman Program Activity Report on the activities, performance, and fiscal accounts of the Ombudsman program, issues of concern to consumers, and the Ombudsman's recommendations to improve health access. The Contractor shall provide the annual report to the public upon request and shall contain at a minimum:

- a. Total number of cases handled;
- b. Total number of cases currently open, pending, and closed;
- c. Total number of cases broken out by manner of contact (e.g., via telephone, via website, in-person);
- d. Total number of cases broken out by insurance status (e.g., Medicaid, D.C. healthcare alliance, private);
- e. Total number of cases and consumer complaints broken out by type of question or problem;
- f. Total number of cases broken out by type of resolution (e.g., referral to appropriate government agency);
- g. Total number of outreach and community education activities;

- h. A description of collaborative efforts with community organizations and use of volunteers and other resources;
- i. The results of any consumer surveys that have been administered, including the number of complaints about the Health Care Ombudsman Program and the resolution of those complaints;
- j. The extent to which the Health Care Ombudsman or the Health Care Ombudsman Program commented on behalf of consumers on related health care policy legislation and regulations in the District;
- k. A description of approaches to improving the accessibility of publicly sponsored health benefits such as Medicaid and the District Healthcare Alliance, as well as priorities in making health care offered under health benefit plans more accessible;
- l. Fundraising activities and events as described in C.3.3.4.1; and
- m. Program Evaluation Report as described in C.3.3.5.4

C.3.3.2.2 Health Care Ombudsman Program Activity Report – Annual

The Contractor shall develop and submit annually to the Council, the Mayor, the Department of Health, and the Department of Insurance, Securities and Banking a Health Care Ombudsman Program Activity Report. The annual report shall be a summary of the quarterly reports described in C.3.3.2.1 above. The Health Care Ombudsman Program shall be responsible for posting the approved annual report at the program's website, and for making the report available in hard copy to the public upon request.

C.3.3.3 Fundraising

The Contractor shall raise private money through foundation resources in order to supplement government funds for the Health Care Ombudsman Program. The Contractor shall at a minimum:

- a. Establish policies and procedures and protocols to govern all fundraising activities including:
 - 1. Notification and approval of fundraising activities by MAA through the COTR;
 - 2. Planning and scheduling of fundraisers including all logistical preparation;
 - 3. Reporting of fundraiser activity and funds raised;

- b. Prepare an Health Care Ombudsman Program Fundraising Report to describe

C.3.3.3.1 Fundraising Report

The Contractor shall develop and provide a Fundraising Report to be submitted with the Quarterly and Annual Health Care Ombudsman Program Activity Reports.

C.3.3.4 Program Evaluation

The Contractor shall develop a comprehensive set of tools and mechanisms to evaluate the performance of the Health Care Ombudsman Program. The Contractor's program evaluation shall include at a minimum the following:

C.3.3.4.1 Performance Measures

The Contractor shall develop and implement an evaluation program of the Health Care Ombudsman Program that contains at a minimum the following performance measures:

- a. The number of consumer problems handled;
- b. The success in resolving the consumer problems handled;
- c. Outreach and community education activities;
- d. Satisfaction of consumers served by the program; and
- e. The extent to which information was provided to the public and policy makers about problems faced by the consumers served.

The Contractor shall report on the program's performance considering identified performance measures in the Quarterly (C.3.2.2.1) and Annual Health Care Ombudsman Program Activity Report (C.3.2.2.2).

C.3.3.4.2 Self-Assessment and Quality Improvement

The Contractor shall develop and maintain the capacity to gather and analyze relevant information necessary to conduct on-going self-assessments relative to identified program performance measures. The Contractor's self-assessment processes shall include the ability to integrate action or policy to address under performing areas of performance and implement measures to continuously improve the program's performance. The Contractor shall include a description of the findings, action items, and outcomes of the Self-Assessment and Quality Improvement initiatives in the Quarterly (C.3.2.2.1) and Annual Health Care Ombudsman Program Activity Report (C.3.2.2.2).

C.3.3.4.3 Consumer Satisfaction Survey

The Contractor shall develop and administer a Consumer Satisfaction Survey to measure the consumer's opinion of the Health Care Ombudsman Program service delivery and provide consumers the opportunity to provide feedback on the program. The Consumer Satisfaction Survey shall be administered at a minimum annually and shall require the review and approval of the COTR.

C.3.3.4.3.1 Consumer Satisfaction Survey Analysis and Report

The Contractor shall develop and provide an analysis of the survey findings including consistent themes, common issues among consumers, recommended improvements or changes.

C.3.3.4.4 Program Evaluation Report

The Contractor shall develop and provide a Program Evaluation Report to be submitted quarterly and annually consistent with the Health Care Ombudsman Program Activity Reports described in C.3.2.2.1 and C.3.2.2.2. The Program Evaluation Report shall at a minimum

C.3.3.4.5 Meetings

In addition to the Advisory Committee meetings (C.3.3.1) the Health Care Ombudsman or designated Health Care Ombudsman Program staff shall attend and participate in meetings with DOH-MAA, Health Provider, Community-Based Organizations, and other District agencies as needed to perform the required services.

SECTION D
PACKAGING AND MARKETING

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004 (Attachment J.2).

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004, (Attachment J.2).

E.2 The COTR will conduct the inspection and acceptance of services provided.

E.3 **RIGHT TO ENTER PREMISES**

The Medical Assistance Administration or any authorized representative of the District of Columbia, the U.S. Department of Health and Human Services, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under this contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

E.4 **INDEPENDENT EVALUATION**

MAA will obtain an independent evaluation of the Health Care Ombudsman Program through an academic group or other independent, private sector organization, the Office of Inspector General, or the Office of the District of Columbia Auditor. The first evaluation shall take place six months after the contract is awarded and biannually thereafter.

E.4.1 **EVALUATION CRITERIA**

The independent evaluation will at a minimum include evaluation of the following:

- a. Number of consumer problems handled
- b. Success in resolving the consumer problems handled
- c. Outreach and community education activities
- d. Satisfaction of consumers served by the program
- e. Extent to which information was provided to the public and policy makers about problems faced by the consumers served

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for one year from date of award as specified on page one (1) of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract extension.

F.2.4 The total duration of the Contract, including all options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform its tasks and produce the required Deliverables for the review and approval of the COTR by the due dates presented in the table that follows. The Contractor shall provide one (1) hard copy and one (1) electronic copy of each deliverable and provide revisions to Deliverables in accordance with the written comments provided by the COTR.

No.	Deliverable	Due Date
1	Certification Organization Requirements and listing of Board of Directors as described in C.3.1.1.1	Contract Anniversary Date
2	Health Care Ombudsman Program Organizational Chart as described in C.3.1.1.2.1	30 days from Date of Award
3	Staffing Plan as described in C.3.1.2.2	Within 30 days from Date of Award
4	Position Descriptions as described in C.3.1.2.2 a	Within 30 days from Date of Award
5	Training and Development as described in C.3.1.2.2 b	Within 30 days from Date of Award
6	Subcontractor Agreements as described in C.3.1.2.3.1	Within 30 days from Date of Award
7	Volunteer Policies and Procedures as described in C.3.1.2.4 a	Within 30 days from Date of Award
8	Volunteer Training and Development Plan as described in C.3.1.2.4 b	Within 30 days from Date of Award
9	Volunteer Registration Forms C.3.1.2.4 c	Within 30 days from Date of Award; Quarterly Upon Completion
10	Facility Annual Inspections as described in C.3.1.3.1 a	Yearly within 10 days of inspection
11	Protocols Policies and Procedures as described in C.3.2.1 k	Within 30 days from Date of Award
12	Web Site Updates as described in C.3.2.2 c	Monthly Updates
13	Health Care Ombudsman Program Flyer as described in C.3.2.2 g	Within 30 days from Date of Award
14	Education and Outreach Schedule as described in C.3.2.2.1	Within 30 days from Date of Award
15	Advisory Council Meetings as described in C.3.3	As Scheduled
16	Advisory Council Work Products as described in C.3.3.1.1	Within 10 days of the Meeting
17	Activity Report – Quarterly as described in C.3.3.2.1	Quarterly
18	Activity Report – Annual as described in C.3.3.2.2	Yearly
19	Fundraising Report as described in C.3.3.3.1	Quarterly Activity Report; and Annual Activity Report
21	Customer Satisfaction Survey Analysis and Report as described in C.3.3.4.3.1	Annual Activity Report

No.	Deliverable	Due Date
20	Evaluation Report as described in C.3.3.4.4	Quarterly Activity Report; and Annual Activity Report
22	Business associate agreement signed by the Ombudsman which shall give the program access to information about the Medicaid eligibility status of consumers as outlined in HIPAA as described in Attachment J.9	30 days from Date of Award

F.3.1 FIRST SOURCE AGREEMENT

The Contractor shall submit any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 as a deliverable. The Contractor will not be paid the final payment if the report is not submitted as part of the deliverable.

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SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving authorization by the COTR.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in G.7 below.

The address of the CFO is:

Name: Department of Health
Office of the Chief Financial Officer (CFO)
Address: 825 North Capitol Street, NE, Suite 5100
Washington D.C. 20002
Telephone: 202-442-9069

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- a. Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- b. Contract number, block number two (2) and Purchase Order number, Assignment of an invoice number by the Contractor is also recommended;
- c. Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- d. Other supporting documentation or information, as required by the contracting officer;

- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.f) above to be notified in the event of a defective invoice); and
- h. Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

G.4 METHOD OF PAYMENT

The District will pay the Contractor monthly, 1/12 of the price stated in Section B.3 for CLIN 0001 and monthly for approved reimbursement up to the not to exceed amount provided in B.3 for CLINs 0002 and 0003 upon presentation of a properly executed invoice and authorization by COTR.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 \Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the

day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Room 700 South
Washington, D.C. 20001
202-724-4197 (P)
202 727-0245 (F)
jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in

writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.

- G.8.3** In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

- G.9.1.4** Reviewing and approving invoices of deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

- G.9.2** The address and telephone number of the Contracting Officer Technical Representative is:

Name
825 North Capitol Street, NE, 4th Floor
Washington D.C. 20002
Phone
Fax
e-mail

- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:

- G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
- G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
- G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
- G.9.3.4** Change the period of performance; or
- G.9.3.5** Authorize the furnishing of District property, except as specified under the contract.
- G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10** **COST REIMBURSEMENT CEILING**
- G.10.1** Cost reimbursement ceilings for this contract are set forth in Section B.3 Price Schedule.
- G.10.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3 of the Price Schedule as set forth in the contract.
- G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.
- G.10.4** The Contractor must notify the Contracting Officer, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- G.10.5** As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.

- G.10.6** The District is not obligated to reimburse the Contractor for cost incurred in excess of the cost reimbursement ceiling specified in B.3 listed in the Contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.3 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.
- G.10.7** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.10.8** If any cost reimbursement ceiling specified in B.3 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor' s Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project' s labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor' s first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 1, dated August 22, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;
- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 1. Name;
 2. Social Security number;
 3. Job title;
 4. Hire date;
 5. Residence; and
 6. Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 1. Material supporting a good faith effort to comply;
 2. Referrals provided by DOES and other referral sources;
 3. Advertisement of job openings listed with DOES and other referral sources; and
 4. Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;

- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 CONTRACTOR'S RESPONSIBILITIES**H.9.1 STAFFING**

The Contractor shall provide sufficient staff to successfully perform the required services.

H.9.1.1 Key Staff - Ombudsman

The Contractor shall provide a Health Care Ombudsman with the minimum qualification described in C.3.11.2.1.1 to provide the leadership and guidance to perform the required services in support of District residents.

H.9.1.2 Other Staff

The Contractor shall provide other staff with demonstrated experience and knowledge described in C.3.1.2.1.2 to perform the accessible (C.3.2.2.1) and education and outreach services (C.3.2.2.).

H.9.1.3 Diversion, Reassignment Key Personnel

The key personnel specified in the contract, Section C.3.1.2.1.1 is considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

Please insert the names of the key personnel below:

H.9.2 FACILITY

The Contractor shall provide a facility (C.3.1.3) in the District of Columbia to serve as the office for the Health Care Ombudsman Program.

H.9.3 MANAGEMENT INFORMATION SYSTEM

The Contractor shall provide the necessary management information systems required to support and complete the requirements described in C.3.

H.9.3.1 Confidentiality of Records

H.9.3.1.1 The Contractor shall treat all records as confidential and must use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited.

H.9.3.1.2 The Contractor shall require its staff to sign a confidentiality statement. The Contractor will be liable for any fines, financial penalties, or damages imposed on the District as a result of the Contractor's systems, staff, subcontractors or other agents causing a breach of confidentiality.

H.9.3.1.3 A breach of confidentiality is a breach of the Contract and will constitute grounds for Contract termination and prosecution to the fullest extent permissible by law.

H.9.3.2 Use of Information and Data

H.9.3.2.1 The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

H.9.4 OTHER CONTRACTORS

H.9.4.1 The Contractor shall not commit or permit any act, which will interfere with the performance of work by another District Contractor or by any District employee.

H.9.4.2 If another Contractor is awarded a future contract for performance of the required services, the Contractor shall cooperate fully with the District and the new Contractor in any transition activities, which the Contracting Officer deems necessary during the term of the contract.

H.9.5 AUDITS AND RECORDS

H.9.5.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.9.5.2 Examination of Costs. If this is a cost-reimbursement, incentive, time and materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.9.5.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those related to negotiating;
- c. Pricing of the contract, subcontract, or modification; or
- d. Performance of the contract, subcontract or modification.

H.9.5.4 Comptroller General

H.9.5.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

- H.9.5.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- H.9.5.5** **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:
- a. The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - b. The data reported.
- H.9.5.6** **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.9.5.1 through H.9.5.6, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:
- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- H.9.5.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.9.5.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:
- a. That are cost-reimbursement, incentive, time-and- materials, labor hour, or price re-determinable type or any combination of these;
 - b. For which cost or pricing data are required; or
 - c. That requires the subcontractor to furnish reports as discussed in H.9.5.6 of this clause.

H.9.6 COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

H.9.6.1 In accordance with 45 CFR §74 Appendix A (2) (Applicable Document 6), all contracts and sub-grants related to any facility utilized under this Contract in excess of \$2,000 for construction or repair awarded by the Contractor and subcontractors shall include a provision complying with the Copeland “Anti-Kickback” Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”

H.9.6.2 Each Contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, complete or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor or subcontractor shall report all suspected or reported violations to CMS.

H.9.7 HIPAA PRIVACY AND SECURITY COMPLIANCE

The Contractor shall maintain compliance with the final HIPAA privacy and security rules regulations.

H.9.7.1 The Department shall enter into a “business associate” agreement with the Health Care Ombudsman Program that gives the program access to information about the Medicaid eligibility status of consumers whom it serves and requires the program to safeguard that information pursuant to the Health Insurance Portability and Accountability Act Privacy Regulation (45 C.F.R. Parts 160 and 164).

H.9.7.2 The Health Care Ombudsman shall have a Business Associate agreement with MAA to ensure access to information about the Medicaid eligibility status of consumers served and to ensure that personal information is maintained in a manner that complies with applicable Medicaid law as well as HIPAA. Contractor shall notify MAA of any problems encountered in fulfilling its responsibilities under this provision.

H.9.7.3 The Health Care Ombudsman shall take appropriate steps to ensure that health benefits plans, the D.C. Healthcare Alliance, and Medicaid and their participating providers include timely and accurate information (including annual notices) regarding the Health Care Ombudsman Program in their marketing and member materials, as well as in any member notifications regarding an adverse determination of a claim for benefits. Contractor shall notify MAA of any problems encountered in fulfilling its responsibilities under this provision.

H.9.8 CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251 ET SEQ.)

H.9.8.1 In accordance with 45 CFR 74 Appendix A (6), contracts and sub-grants of amount in excess of \$100,000 shall contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Pollution Control Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

H.9.8.2 Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency. The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

H.9.9 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

H.9.9.1 In accordance with 45 CFR Appendix A (7), Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352.

H.9.9.2 Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

H.9.10 DEBARMENT AND SUSPENSION (E.O.s 12549 AND 12689)

In accordance with 45 CFR 74 Appendix A (8), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold (\$100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to contract award.

H.9.11 INTELLECTUAL PROPERTY

The Contractor shall comply with CMS' grantor agency requirements and regulations pertaining to reporting and patient rights and of CMS requirements and regulations pertaining to copyrights and rights in data.

H.9.12 ENERGY EFFICIENCY

The Contractor shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. § 6-201 *et seq.*).

H.9.13 WAY TO WORK AMENDMENT ACT OF 2006

H.9.13.1 Except as described in H.9.13. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.9.13.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.9.13.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9.13.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.13.5 The Contractor shall provide a copy of the Fact Sheet attached as J.12 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.12 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.9.13.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.9.13.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.9.13.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.13.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9.14 ACCESS TO DATA AND RECORDS

H.9.14.1 The Health Care Ombudsman may review the records of a health benefits plan, the Healthcare Alliance, or other provider, pertaining to a consumer or the consumer's medical records, if the consumer or the consumer's legal representative has provided written consent.

H.9.14.2 The Health Care Ombudsman shall maintain confidentiality of records in accordance with all federal and state confidentiality and disclosure laws. This includes all information obtained by the Contractor relating to any employee or customer of the District, which will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with District and federal laws governing the confidentiality of records.

H.9.14.3 No information or records maintained by the Health Care Ombudsman or Health Care Ombudsman Program shall be disclosed to the public unless the consumer or the consumer's legal representative has consented in writing to the release of the information or records.

H.9.14.4 The Health Care Ombudsman shall have access to (a) the administrative records, policies, and documents of a health benefits plan, healthcare alliance, or other provider to which the general public have access, and (b) to all licensing, certification, and data reporting records that are not proprietary information or otherwise protected by law and that are maintained by the District or reported to the federal government by the District.

H.9.14.5 Each District agency shall provide cooperation, assistance, and data to the Contractor as requested and upon reasonable notice, that in the view of the Health Care Ombudsman is necessary to enable the Health Care Ombudsman Program to investigate a consumer's complaint under applicable District or federal law. To effectuate this cooperation and assistance, the Contractor shall establish relevant contacts and working relationships with all agencies crucial to the operation of the Health Care Ombudsman Program and the fulfillment of the Contractor's requirements.

H.10 DISTRICT RESPONSIBILITIES

- H.10.1** District agencies will provide cooperation, assistance, and data with a reasonable request to enable the Health Care Ombudsman Program to investigate a consumer's complaint under applicable District or federal law.
- H.10.2** The DOH will enter into a "business associate" agreement with the Health Care Ombudsman Program that gives the program access to information about the Medicaid eligibility status of consumers whom it serves and requires the program to safeguard that information pursuant to the Health Insurance Portability and Accountability Act Privacy Regulation (45 C.F.R. Parts 160 and 164).
- H.10.3** The Government of the District of Columbia, through the COTR, will provide the following:
- H.10.3.1** Continuous contract performance evaluations and program monitoring.
 - H.10.3.2** Preparing any response or request for additional information or clarification from the Contractor as it pertains to the Contractor's compliance or noncompliance within ten (10) business days of submission of deliverables.
 - H.10.3.3** Attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and specific agenda items proposed by the District or the Contractor. The Contractor shall chair the meetings; however, the COTR shall retain the option to chair the meetings, as necessary.

SECTION I

CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

- I.1.1** The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated November 2004 (Attachment J.2) are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

- I.2.1** Continuation of the Contract beyond the fiscal year is contingent upon future fiscal appropriations.
- I.2.2** Funds are not presently available for performance under the Contract beyond fiscal year 2005. The Government's obligation for performance of the Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under the Contract beyond fiscal year 2005 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1** All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

- I.4.1** Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

- I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of the Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under the Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

- I.5.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of the Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and
- I.5.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless:
- I.5.7.1** The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____ (Contractor's Name)

- I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the Contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under the Contract, the Contractor shall use Section I.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontract data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under the Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract, or (ii) based upon any data furnished under the Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.7 SUBCONTRACTS

I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7.2 Use subcontractors to provide the Health Care Ombudsman Program services, provided that subcontractors are advocacy organizations affiliated with health providers that exclusively represent the interests of consumers and do not represent a health care Contractor in any dispute. Regardless of whether Contractor utilizes subcontractors, Contractor shall maintain the ultimate responsibility for ensuring that all required obligations described are met.

I.8 INSURANCE

I.8.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I.8.1.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.8.1.2 Property Damage: The Contractor shall carry property damage insurance of at least (\$100,000) per occurrence.

- I.8.1.3 Workers' Compensation:** The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to the Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.8.1.4 Employer's Liability:** The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- I.8.1.5 Automobile Liability:** The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.8.1.6** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.9 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Schedule A – H; Contract Clauses Section I; Attachments Section J; and Representations and Instructions Sections K, L, and M.

I.10 OPTION FOR TRANSITION SERVICES

- I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must continue without interruption. In the event that either (a) the contract expires or (b) the District terminates the contract, and either or these events occur during the contract or more than 120 days prior to the end of the contract, the District can exercise the Option for Transition Services for a period of up to 120 days. In the event that the District exercises this Option for Transition Services, the Contractor shall agree to:

- a. Furnish phase-out, phase-in (transition) training;

- a. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- b. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- c. The Contractor shall provide sufficient experienced personnel during the period of the Option for Transition Services to ensure that the services called for by this contract are maintained at the required level of proficiency.
- d. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-sit interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- e. The Contractor will be paid for Transition Services in accordance with the price Schedule in Section B.3, for a period of up to 120 days.

SECTION J
LIST OF ATTACHMENTS

Attachment	Title
J.1	D.C. Law 15-331 D.C. ST §7-2071.06 Health Care Ombudsman Program
J.2	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated November 2004
J.3	U.S. Department of Labor Wage Determination No.95-2104, Revision No. 1 dated August 22, 2006
J.4	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor' s Order 85-85
J.5	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
J.6	Government of the District of Columbia Office of Tax and Revenue Tax Certification Affidavit
J.7	Local, Small & Disadvantaged Business Enterprises Self Certification Application
J.8	Language Access Act
J.9	HIPAA Privacy and Security Regulations
J.10	Cost/Price Disclosure Certification
J.11	Past Performance Evaluation Form
J.12	Living Wage Act of 2006 Notice
J.13	Living Wage Act of 2006 Fact Sheet

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.6.

K.2 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Offeror, by checking the applicable box, represents that

a. It operates as:

_____ a corporation incorporated under the laws of the State of _____

_____ an individual,

_____ a partnership,

_____ a nonprofit organization, or

_____ a joint venture; or

b. If the Offeror is a foreign Contractor, it operates as:

_____ an individual,

_____ a joint venture, or

_____ a corporation registered for business in _____(Country)

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions:

- a. at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and
- b. at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____ Title _____

Signature _____ Date _____

K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85.

Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.6 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- a. All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- b. All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student

learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

1. If your offer is \$10,000, or more, the following information **MUST** be furnished:

c. Regular Dealer

1. ____ The Offeror is a Regular Dealer.
2. ____ The Offeror is not a Regular Dealer.

d. Manufacturer

1. ____ The Offeror is a Manufacturer.
2. ____ The Offeror is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a. Each signature of the offeror is considered to be a certification by the signatory that:
 1. The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - i. those prices
 - ii. the intention to submit a contract, or
 - iii. the methods or factors used to calculate the prices in the contract.
 2. The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
 - b. Each signature on the offer is considered to be a certification by the signatory that the signatory;
 1. Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);
- i. As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in

- any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- ii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a)(3) above.
- c. If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.10.1 Definitions. As used in this provision:

K.10.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.10.1.2 **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.10.1.3 **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.10.1.4 **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.10.1.5 **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.10.1.6 **Individual:** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

K.10.2 By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar

days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

- K.10.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.10.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:
 - K.10.2.2.1** The dangers of drug abuse in the workplace;
 - K.10.2.2.2** The Contractor's policy of maintaining a drug-free workplace;
 - K.10.2.2.3** Any available drug counseling, rehabilitation, and employee assistance programs; and
 - K.10.2.2.4** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.10.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.10.2.1 of this provision;
- K.10.2.4** Notify such employees in writing in the statement required by subparagraph K.10.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - K.10.2.4.1** Abide by the terms of the statement; and
 - K.10.2.4.2** Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.10.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.10.2.4 2 of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.10.2.6** Within 30 calendar days after receiving notice under subdivision K.10.2.4 2 of this provision of a conviction, takes one of the following actions with

respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- K.10.2.6.1** Take appropriate personnel action against such employee, up to and including termination; or
- K.10.2.6.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.10.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.10.2.1 through K.10.2.6 of this provision.
- K.10.3** By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.10.4** Failure of the Offeror to provide the certification required by paragraphs K.10.2 through K.10.3 of this provision renders the Offeror unqualified and ineligible for award.
- K.10.5** In addition to other remedies available to the Government, the certification in paragraphs K.10.2 through K.10.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 3001.
- K.10.6** **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

Authorized Contractor Personnel (Print Name)

Title

Signature of Authorized Contractor Personnel

Date

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award one contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

- a. One original and ten (10) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Request for Proposal No. DCHC-2007-R-00020 – Health Care Ombudsman Program"
- b. Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation of all offers. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, **SERVICE DESCRIPTION AND SCOPE OF SERVICE**.

L.2.1 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

- a. Offerors are directed to Sections M.1, Evaluation For Award, M.2, Technical Evaluation Rating Scale, and M.3, Evaluation Factors and the interdependent relationship that exists between the Evaluation Factors described in Section M.3.3.1, the requirements described in Section C.3 of the solicitation and the instructions to Offerors that follow in Section L.2.2.
- b. Offerors shall prepare responses to fully address the Technical Proposal requirements as described below in Section L.2.2, and Price Proposal requirements as described in Section L.2.3.
- c. The information requested in Section L.2.2 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C.3 and in accordance with Sections M.1, Evaluation For Award, M.2, Technical Evaluation Rating Scale, and M.3, Evaluation Factors. The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described in Sections L.2.1 and L.2.2.
- d. The Offeror's proposal(s) shall be organized and presented in the two separate volumes, Volume I, Technical Proposal, and Volume II, Price Proposal.
- e. The Offeror shall prepare a cover letter to accompany its Technical Proposal and Price Proposal. The cover letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the anticipated contract provisions. The cover letter shall clearly identify the contract requirements that it is responding to (i.e. Section C.3). An authorized representative of the Offeror shall sign the letter.
- f. The narrative sections of each volume shall be formatted as follows:
 1. Typewritten (8.5' by 11' bond paper);
 2. Single spaced;
 3. One sided;
 4. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
 5. One-inch (or greater) margins;

6. Six lines (or less) per inch, the equivalent of 12 point font (or larger), charts and graphics may be no less than 10 point font;
7. Attachments are not included in the page limits for the narrative and shall be attached in the Appendix to Volume I; and
8. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.2 VOLUME I - TECHNICAL PROPOSAL CONTENT INSTRUCTIONS

L.2.2.1 Technical Expertise

The information contained in this section shall facilitate the evaluation of the Offeror's organization, staff, subcontractors, facility and management information system.

L.2.2.1.1 Organization

a. Narratives

1. The Offeror shall provide a detailed narrative to address the Offerors' compliance with the Health Care Ombudsman Program organizational criteria described in C.3.1.1
2. Attachments
 1. Certification of Organization Requirements and list of Board of Directors with a brief description or biographical summary of each (C.3.1.1)
 2. Business license and registration with the District of Columbia Department of Consumer and Regulatory Affairs (DCRA) to conduct business in the District of Columbia;
 3. Organizational Chart (C.3.1.1.2.1) including the Offeror's staff (C.3.1.2.1.2) to provide or contribute to the services to be provided under the contract. The organizational chart shall include the staff member's name, if available, and position. The organizational chart shall at a minimum clearly indicate the Key Staff – Ombudsman (C.3.1.2.1.1), Other Staff (C.3.1.1.2), Subcontractors (C.3.1.2.3), and Volunteers (C.3.1.2.4), as applicable.

L.2.2.1.2 Health Care Ombudsman and Staffing, Subcontractors and Volunteers**a. Narratives**

The Contractor shall provide a narrative describing the Health Care Ombudsman's demonstrated knowledge, talents and experience to lead a health advocacy program in a manner that best represents the interests of all District health care consumers including the following minimum qualifications (C.3.1.1.2.1) :

Demonstrated management experience as evident by five or more years managing a project that serves or advocates on behalf of consumers;

Evidence of substantive knowledge in the field of health services advocacy, as indicated by educational attainment and experience in the fields of health services, health policy, public health, or law and a minimum of five years of demonstrated relevant experience with respect to matters that fall within the mission and purpose of the Health Care Ombudsman Program.

Demonstrated familiarity with health coverage and health care barriers experienced by low- and moderate-income District of Columbia consumers, familiarity with health plan operations involving health insurers and benefit plans operating in the District of Columbia (including Medicaid managed care organizations, the D.C. Health Alliance, and licensed health insurers);

Evidence of knowledge of health plan grievance and appeals processes, familiarity with the development and role of consumer information, experience in the provision of information and referral support to health care consumers,

Familiarity with the public agencies that oversee health insurance, coverage, Medicaid-sponsored plans, and the D.C. Alliance, and the ability to lead a health consumer support program in a culturally competent manner.

The Offeror shall provide a detailed description and explanation of the Offeror's proposed Staffing Plan (C.3.1.2.2), including the Offeror's staffing pattern to supplement the Health Care Ombudsman position (C.3.1.2.1.1) with other staff (C.3.1.2.1.2) and Subcontractors (C.3.1.2.3), as applicable, to performance of the required services in relation to health care delivery, health insurance coverage, Medicaid and Alliance managed care operations, and health care services for low-income and uninsured District residents and the capacity to provide services in a culturally competent manner.

The Offeror shall describe its creative commitment for the use and oversight of Volunteers (C.3.1.2.4) and the Offeror's strategy to consistently marshal a broad array of community resources on an on-going basis to supplement the Health Care Ombudsman Program staff and subcontractors, as applicable, to successfully perform the required services of the Health Care Ombudsman Program.

b. Attachments

1. Resumes, professional certifications, and credentials for the Offeror's Key Staff - Health Care Ombudsman described in C.3.1.2.1.1 and staff identified in the Offeror's organizational chart above to provide evidence of relevant experience and establish compliance with the minimum requirements for each position;
2. Conceptual Staffing Plan (C.3.1.2.2) including
 - i. Position Descriptions for the Key Staff - Health Care Ombudsman and additional staff described in C.3.1.2.1.1 and C.3.1.2.1.2 respectively
 - ii. Conceptual Staff Training and Development Plan (C.3.1.2.2)
 - iii. Subcontractor Agreements (C.3.1.2.3.1) as applicable;
3. Conceptual Protocols, Policies and Procedures to govern the use of Volunteers (C.3.1.2.4 a)
4. Conceptual Volunteers Training and Development Plan (C.3.1.2.4 c)

L.2.2.1.3 Previous Experience**a. Narratives**

1. The Offeror shall provide a description, including total years of demonstrable and measurable prior experience of its organization, staff, and subcontractors (as applicable), in working with consumers who are uninsured or enrolled in publicly sponsored health benefit plans such as Medicaid or the D.C. Alliance, consumers who experience health care barriers linked to language, cultural considerations, language, special needs and disabilities, or other indicia of risk for medical under service..
2. The Offeror shall provide a detailed description of the Offeror's proposed Staff's expertise in health benefits plans as evidenced by practical knowledge of, and demonstrated skill in working with, health benefit plans and the need for maintaining individual privacy and the confidentiality of client information in accordance with federal and state law.

b. Attachments

1. Three (3) Letters of Reference
2. Past Performance Evaluation Form (Attachment J.11)

L.2.2.1.4 Facility and MIS System**a. Narratives**

1. The Contractor shall provide a description of the Health Care Ombudsman Program's office including overall size and basic layout and an explanation of how the facility meets the needs of the Contractor's to perform the services required of the Health Care Ombudsman Program.
2. Demonstrate to MAA that the Offeror has the experience and capacity to produce the data and reports required under this RFP in an accurate and timely fashion.

b. Attachments

1. Certificate of Occupancy Facility

2. Facility Inspection Report

L.2.2.2 Technical Approach

The information contained in this section shall facilitate the evaluation of the Offeror's service delivery, methodology, and approach to provide the required services and the Offeror's demonstrated understanding of the required services.

L.2.2.2.1 Service Delivery

a. Narratives

1. The Offeror shall explain how it intends to prioritize the functions of the Health Care Ombudsman Program and perform the required Consumer Services (C.3.2) including the following Accessible Services (C.3.2.1):
 - i. Assist consumers in resolving problems concerning health care bills, health coverage, and access to health care by referring consumers to appropriate regulatory agencies when their problems are within an agency's jurisdiction, guiding consumers through existing complaint processes, and assisting consumers in informally resolving problems through discussions with their health benefits plans, the HealthCare Alliance, or other providers;
 - ii. Assist consumers in understanding their rights and responsibilities as health benefits plan members, HealthCare Alliance members, or members of other provider plans, including appeal processes and how to use them, and how to access appropriate medical information;
 - iii. Educate consumers about health benefits plans, managed care health plans, and their health benefits plan options, or other health care options available for uninsured consumers;
 - iv. Comment on behalf of consumers on related health care policy legislation and regulations in the District;
 - v. Help uninsured District residents access Medicaid or other health care options;

- vi. Identify, investigate, and help resolve complaints on behalf of consumers and assist consumers with the filing, pursuit, and resolution of formal and informal complaints and appeals through existing processes, including internal reviews conducted by health benefits plans, grievance and appeals processes for the HealthCare Alliance, fair hearings available to Medicaid consumers, external reviews before independent review organizations, and any other administrative appeals that may be available under District or federal law;
- vii. Refer consumers, when appropriate, to other existing organizations for assistance and work jointly with other consumer organizations, as appropriate;
- viii. Work with health care providers to develop working relationships that enhance coordination and referrals;
- ix. Make appropriate referrals to the Department of Insurance, Securities, and Banking, the Office of Fair Hearings, the Office of Administrative Hearings, the Grievance and Appeals Office of the Department of Health, Health Care Fraud Units, the Long-Term Care Ombudsman, the Health Insurance Counseling and Assistance Program serving District Medicare beneficiaries, and the Center for Health Dispute Resolution;
- x. Provide information to the public, government agencies, the Council, and others regarding problems and concerns of consumers and make recommendations for resolving those problems and concerns;
- xi. Develop written Health Care Ombudsman Program Protocols and Operating Procedures to ensure that program resources are invested in a manner that promotes the effective and efficient delivery of Health Care Ombudsman Program services, including procedures that ensure timely access to program services and supports. The Contractor's protocols and procedures shall

be available for public inspection and shall require the approval of the COTR; and

- xii. Utilize alternative dispute resolution techniques to practically and effectively address consumer issues and concerns without resort to litigation.
2. The Offeror shall explain how it intends to provide the functions of the Health Care Ombudsman Program and perform the required Consumer Services (C.3.2) including the following Education and Outreach Services (C.3.2.2):
- i. A toll-free 1-800 telephone number that operates in the District metropolitan area number for consumers to call for information and assistance; The number shall provide a TTY service for the deaf and hard of hearing;
 - ii. Health Care Ombudsman Program office telephone lines shall be staffed during regular business hours and the use of automated voice telephone answering systems shall be restricted to in-coming calls received after business hours;
 - iii. Internet Website that is accessible to persons with disabilities, including visual impairments, and that is maintained on a current basis with at a minimum monthly updates with respect to the following:
 - iv. Programs and services offering accessible and affordable health benefits;
 - v. Information about how to enroll in District health care programs and gain access to certain services;
 - vi. Links to useful consumer tools such as handbooks on grievance and appeals procedures and program guides to public benefits;
 - vii. A listing with links to all public testimony and comments of the Ombudsman;
 - viii. Links to useful resources; and (v) other materials to assist individuals make effective use of health insurance and health benefits;
 - ix. In-person counseling, ensuring accessibility of services for the deaf and hard of hearing and translation services for individuals whose

primary language is other than English; Health Care Ombudsman Program staff or external translation services shall be available to assist non-English proficient individuals whose primary language is other than English. Likewise, interpreter services shall be provided in accordance with the District's Language Access Act (Attachment J.8);

- x. Establishing relationships with organizations in each ward of the city to provide outreach and receive referrals;
 - xi. Active liaison, partnership, and information sharing with community, consumer, health, disability, religious, ethnic-based organizations, and other organizations; and
 - xii. A one-page, short and informative written material that is written at no greater than a sixth-grade reading level describing the Health Care Ombudsman Program's services that shall be available to the public and that provide an explanation of the Health Care Ombudsman Program.
- 3. An understanding of how to measure the success and quality of the Health Care Ombudsman Program as indicated by an ability to articulate at least five measures of program success, an approach to measuring performance, an ability to gather and analyze relevant information necessary to self-assessment against such measures, and an ability to demonstrate how the results of a self assessment shall be incorporated into on-going practice and communicated to the public.
 - 4. Innovative approaches to the conduct the requirements of the solicitation as described below in C.3 innovative approaches to the conduct of duties under this RFP, (C.3.2.2)
 - 5. Ability to use alternative dispute resolution techniques to practically and effectively address consumer issues and concerns without resort to litigation.

b. Attachments

- 1. Conceptual Health Care Ombudsman Program Protocols and Operating Procedures (C.3.2.1 k);

2. Conceptual Health Care Ombudsman Program Flyer
(C.3.2.2 g)

L.2.2.2.2 Project Understanding

a. Narratives

1. The Offeror's Technical Proposal shall include a discussion of the Offeror's understanding of the District's requirements, and include a comparison and an analysis of the Offeror's public interest mission and how that mission stands in relation to the objectives and goals of the Health Care Ombudsman Program.

L.2.2.4 Volume II Price Proposal Content Instructions

The Offeror's Price Proposal shall include the following:

Executive Summary - The Offeror shall provide an executive summary of the Offeror's Price Proposal; and

a. Table of Contents

L.2.2.4.1 Contract Pricing

The Offeror shall include a completed Sections B.3.1 – B.3.5 of the Solicitation.

L.2.2.4.2 Cost/Price Data and Certification and Cost and Price Data

The Contractor shall complete and provide the Cost/Price Data Certification provided in Attachment J.10. In addition, the Offeror shall provide cost and price data to support the Offeror's total costs contained in the Offeror's budget. The Offeror's budget may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.10 is met. This pro-forma contract budget will show the "total costs" that the Offeror anticipates incurring in the performance of the contract requirements.

L.2.2.4.3 Price Proposal Narrative

The Offeror shall provide a narrative of the Price Proposal to include at a minimum the following cost and price justifications to support the

Contract Pricing provided in L.2.4.1 and Cost/Price Data and contract budget information provided in L.2.2.4.2.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 p.m. local time on February 9, 2006**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a.** The RFP or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b.** The RFP or modification was sent by mail and it is determined by the Contracting Officer that solely mishandling by the District caused the late receipt at the location specified in the solicitation.
- c.** The RFP is the only bid received.

L.3.2 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 LATE MODIFICATIONS

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.4 LATE PROPOSALS

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer identified in G.7.1.2, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer identified in G.7.1.2 of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer identified in G.7.1.2 that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.5.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.5.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.6 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.7 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.8 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the successful offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.13 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

James H. Marshall, Contracting Officer
441 4th Street, NW, Room 700 South
Washington, DC 20001
202 724-4197 (P)
202 727-0245 (F)
jim.marshall@dc.gov

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that

information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations including the following;
- L.18.7.1** Offeror's organization shall maintain and demonstrate the following:
- a. A public interest mission that satisfies the following;
 - b. No direct involvement in the licensing, certification, or accreditation of a health care facility, health benefit plan, or a provider of a health benefits plan, or with a provider of health care services;
 - c. No direct ownership or investment interest, direct or indirect, in a health care facility, health benefits plan, or health care service which would conflict in any manner or degree with the performance of its obligations as described in this RFP;
 - d. No participation in the management of a health care facility, health benefits plan, or health care service;
 - e. No agreement or arrangement with an owner or operator of a health care facility, health benefits plan, or health care service that could indirectly or directly result in cash or in-kind services to the facility, plan, or service. And

- f. Operates under a board of directors containing significant representation from District consumers, including consumers enrolled in Medicaid-sponsored managed care plans and the D.C. Alliance.

L.18.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.18.9 Facility

The Contractor shall maintain sufficient physical, technological and financial resources to conduct the required services of the Health Care Ombudsman Program

- a. An office located in the District of Columbia at which the Project Director, Project Manager, and all review staff shall be located;
- b. Hours of operation from 8:00 a.m. to 5:00 p.m. (EST), Monday through Friday;
- c. Systems capabilities that meet the Management Information Systems requirements specified in C.3.1.11.4; and
- d. Financial resources and a positive financial net worth in accordance with the solvency and reserve clause in H.9.6.

L.18.9.2.1 Key Personnel

The Contractor shall provide the following Key personnel to perform the requirements specified in the Contract:

Health Care Ombudsman

L.19 EXAMINATION OF SOLICITATION

Offerors are expected to examine the Descriptions/Specifications/ Work Statement under Section C and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **10:00 a.m.** on **January 24, 2006** at the Office of Contracting and Procurement 441 4th Street NW, Suite 700 South, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **15** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **15** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.22 KEY PERSONNEL

L.22.1 The District considers the positions identified in L.18.9.2 to be key personnel for this contract.

L.22.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M

EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District and represents the best value. Award determination will be based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an informed decision based upon the evaluation criteria.

M.2 TECHNICAL RATING SCALE

The Offeror's proposal response for each factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale is provided below:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies
4	Good	Meets requirements and exceeds some requirements; no deficiencies
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.1 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 25 or 20.

M.3 EVALUATION FACTORS

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District's needs in the manner most advantageous to the Government, all factors considered.

- a. The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of Sections C.3 and L.2.
- b. The relative probabilities of the Offeror to accomplish this will be evaluated based on the specific information requested in L.2 in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Contractor satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies, weaknesses identified in the proposal as well as the District's risk will also be considered. The evaluation factors and significant sub factors, point value and relative importance follows.

Non-Price (Technical) Evaluation Factors 0 – 70 Points		
Evaluation Factors Significant Subfactor	Point Value	Relative Importance
Technical Expertise/ Previous Experience	0 - 45 Points	Technical Expertise/Previous Experience is more important than Technical Approach and Price.
Organization	0 – 15 Points	
Health Care Ombudsman and Staff, Subcontractors and Volunteers	0 – 15 Points	
Previous Experience	0 – 10 Points	
Facility	0 – 10 Points	
Technical Approach	0 - 25 Points	Technical Approach is more important than Price, and less important than Technical Expertise/Previous Experience
Service Delivery	0 – 15 Points	
Project Understanding	0 – 10 Points	
Price Evaluation Factor 0 – 30 Points		
Evaluation Factor	Point Value	Relative Importance
Price	0 – 20 Points	Price is less important Technical Expertise/Previous Experience and Technical Approach
Preference Points 0 – 12 Points		
Small Business Enterprise (SBE)	3	Preference Points as described in M.6.2
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

M.3.1 Technical Proposal**M.3.1.1 Technical Expertise and Previous Experience (L.21.2)****M.3.1.2 Technical Approach (L.21.3)****M.3.2 Price Proposal (L.21.2)**

- a. Price evaluations will account for up to 20 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.
- b. Actual points assigned to each Offeror in this category will be based on the Offeror's total price and will be computed in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal} \times (20) \text{ Weight}}{\text{Price of Proposal Being Evaluated}} = \text{Evaluated Price Score}$$

M.3.3 Preference Points

Preference Points are discussed in M.6.2.

M.4 RESERVED**M.5 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.